

# Terms of business

## 1. Conclusion of an Event Agreement

The Event Agreement relating to the rental of rooms, areas, other supplies and services takes the form of written confirmation from the Hotel.

The subletting of rooms to third parties is subject to the written consent of the Hotel.

If a permit is required for the said event, the Organiser is responsible for obtaining such permit.

## 2. Reservation of rooms

For reservation of rooms we apply the same conditions as for conference rooms.

## 3. Rates and terms of payment

Prices include the compulsory VAT. Any increase in the VAT rate after conclusion of the agreement will be borne by the client. The right is expressly reserved to modify the prices. Hotel invoices are payable net within 15 days of receipt. Invoices amounting to less than CHF 500.- must be settled directly at the hotel. Personal checks are not accepted. Depending on the size and type of event the hotel will request a deposit. Organisers outside of Switzerland and new clients from Switzerland are also asked to pay a deposit in advance.

## 4. Number of participants

The Organiser must inform the hotel of the definite number of participants (guaranteed number) at least 4 working days prior to the date of the event.

The actual number of participants can at no time be more than 20% less than the agreed number of participants at the time of contract signing.

Should the actual number of participants be lower, the Hotel is entitled to charge 100% of the difference between the actual number of participants and the agreed number of participants to the Organiser.

If the number of participants exceeds the agreed number of participants in the contract, the actual number will be charged.

The guaranteed number of participants is used as the basis for calculation of packages (also if the package is not used in full), as well as for bookings with room rental which have also preordered Food & Beverage.

## 5.1. Cancellation

If an event cannot be held out of reasons for which the Hotel is not responsible, the Hotel will be entitled to payment of a percentage of the costs outlined in the confirmation form the Hotel mentioned under point 1, which will vary according to when the written cancellation is received, as follows:

### Cancellation prior to the event and reimbursement to the Hotel

Up to 60 days

No compensation

45th to 59th day

Hotel entitled to 20% of estimated missed turnover

30th to 44th day

Hotel entitled to 40% of estimated missed turnover

20th to 29th day

Hotel entitled to 60% of estimated missed turnover

10th to 19th day

Hotel entitled to 80% of estimated missed turnover

3rd to 9th day

Hotel entitled to 90% of estimated missed turnover

From the 2nd day

Hotel entitled to 100% of estimated missed turnover

Events that are not based on a package rate, which preordered Food & Beverage are calculated on a minimum spend of CHF 60.00 per person basis.

This cancellation policy can be adjusted individually considering the size of the event.

Details to be confirmed within the contract. If the Hotel has good reason to believe that the event will jeopardise the smooth running, safety or the reputation of the establishment, and also in the event of «force majeure», the Hotel can cancel the event without being obliged to pay compensation.

## 5.2 Cancellation of individual reservations

For direct reservations :

Non-guaranteed reservations are held until 06.00pm on the day of arrival. The room will be released after 06.00pm. Guaranteed reservations with credit card can be cancelled free of charge until 06.00pm on the day of arrival. In case you do not cancel the reservation until 06.00pm on the day of arrival or you do not arrive (No Show), the credit card or company will be charged with the

cost of the first night. The entire reservation will be cancelled if you do not call or arrive by the check out time at the following day.

The credit card is considered as a guarantee. If the details of the credit card are incorrect, the reservation will not be held.

Reservations with prepayment (advance purchase) will be debited to your credit card at the moment of the booking and are neither cancellable nor refundable.

## 6. Services provided by third parties

In the event the Hotel rents technical or other installations from third parties on behalf of the Organiser, the hotel is deemed to be acting in the name and for the account of the Organiser. The Organiser is responsible for handling such installations with care and returning them in good order and will hold the Hotel harmless against any claims from third parties.

## 7. Food and Beverages

All food and beverages must be ordered from the Hotel. In exceptional cases (national specialities etc.) other provisions may be made in writing subject to payment of a service charge or a charge per bottle of wine served.

## 8. Extra charges for night work

The Hotel must be informed when the reservation is made if the event is expected to go on after midnight. In this event there will be a separate charge for the service personnel.

## 9. Newspaper Advertisements

In principle, newspaper advertisements concerning events at the Hotel require the prior written consent of the Hotel.

If an advertisement is placed without consent and material interests of the Hotel are prejudiced, then the Hotel is entitled to cancel the event subject to payment of costs (according to point 5.1) and any claims for damages.

## 10. Damages and Liability

The Client is liable for damage to or loss of equipment or inventory items which occurs during the event and the Hotel is not obliged to prove who is at fault. No decorative materials or other items may be installed without the consent of the Hotel.

The Hotel declines all responsibility for the loss of or damage to items brought to conferences and banquets by the Client. The Organiser is responsible for insuring items brought into the Hotel.

## 11. Obligation to inform

The Organiser is responsible for ensuring that the general terms of rental are known to third parties involved in the event at the Organiser's request (band, exhibitor, decorator, etc.)

## 12. Miscellaneous

The Hotel is entitled to switch rooms in the interest of the Hotel provided this is reasonable for the Organiser.

Should any one clause of the General Terms be invalid, this has no bearing on the remaining clauses. A valid clause as similar as possible in meaning will be substituted for the invalid clause.

Deviation clauses or sub-agreements must be made in writing. This applies especially to the cancellation of this requirement in form.

## 13. Garbage disposal

The Organiser can arrange for carton, paper and left over conference material to be disposed of in-house after the event. The Hotel retains the right to debit a lump sum for large disposals.

These General Terms are an integral part of our final confirmation.

Place of delivery for both parties is Zurich and the Zurich courts will have jurisdiction.